

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: April 16, 2003

Division: Community Services

Bulk Item: Yes X No

Department: Library Services

AGENDA ITEM WORDING:

Approval of revised Service Agreement between Monroe County and Literacy Volunteers of America—Monroe County, Inc and authorization for Mayor's signature.

ITEM BACKGROUND:

Monroe County has received grant funding from the Florida Department of State, Division of Library and Information Services, which specifies that monies will be provided to LVA for literacy services. A Service Agreement was approved by BOCC 10/16/02. Revisions to Service Agreement are per County Attorney's Office, Clerk of the Courts and Risk Manager.

PREVIOUS RELEVANT BOCC ACTION:

Approval of grant application 02/13/02, approval of grant agreement 09/18/02, approval of service agreement 10/16/02. Approval of 1997, 1998, and 2000 LSTA grant applications, contract agreements and resolutions.

CONTRACT/AGREEMENT CHANGES:

- ¶1—"attached" changed to "incorporated herein by reference"
- ¶4 & attachments—added Insurance Requirements
- ¶5—"three (3) years" changed to "five (5) years"
- ¶6—agreement termination language edited

STAFF RECOMMENDATIONS:

Approval

TOTAL COST: \$70,000

BUDGETED: Yes X No

COST TO COUNTY: \$1,010 in-kind salary contribution

SOURCE OF FUNDS: ad valorem

REVENUE PRODUCING: Yes No X AMOUNT PER MONTH Year

APPROVED BY: County Atty SA OMB/Purchasing SA Risk Management

DIVISION DIRECTOR APPROVAL:

James E. Malloch
James E. Malloch

DOCUMENTATION: Included X To Follow Not Required

CX

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Literacy Volunteers of America-Monroe County Contract # LVA

Effective Date: October 16, 2002

Expiration Date: September 30, 2003

Contract Purpose/Description:
 Monroe County has received Library Service and Technology Act grant funding from the Florida Department of State, Division of Library and Information Services, which specifies that grant monies will be provided to LVA for literacy services. These services include development of curriculum for hospitality workplace literacy, tutoring of students in English as a Second Language, Corrections' facilities, and family literacy.

Contract Manager: Anne Layton Rice 3594 Library Services, Stop #6
 (Name) (Ext.) (Department/Stop #)

for BOCC meeting on 04/16/03 Agenda Deadline: 04/02/03

CONTRACT COSTS

Total Dollar Value of Contract: \$70,000 Current Year Portion: \$70,000

Budgeted? Yes ☒ No ☐ Account Codes: 62022- 530490- GP0311-530340

Grant: \$ \$70,000 - - - - -

County Match: \$ \$1,010 - - - - -

Grant Partner's Match \$28,650 - - - - -

ADDITIONAL COSTS

Estimated Ongoing Costs: \$0 /yr For: _____
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	4/2/03	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>[Signature]</i>	4/2/03
Risk Management	4/1/03	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>[Signature]</i>	4/1/03
O.M.B./Purchasing	4/1/03	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>[Signature]</i>	4/1/03
County Attorney	3/28/03	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>[Signature]</i>	3/31/03

Comments: _____

Monroe County Public Libraries
Library Services and Technology Grant 2002-2003
Informational Overview

Grant funding is provided by congressional act to the Institute of Museum and Library Services. In Florida, these funds are distributed through competitive grant applications administered by the Department of State, Library Division. Special emphasis is placed on projects that utilize technology to bring information to people in innovative and effective ways, and to assure that library service is accessible to all. Monroe County has been awarded \$70,000 for our project, "Library Services for Limited English Proficient Hospitality Workers."

Grant applications require a $\frac{1}{3}$ local match. This amount is being satisfied by in-kind salary of library staff and by in-kind and cash contributions by grant partner, Literacy Volunteers of America of Monroe County (LVA).

Through this grant funding, Monroe County Public Libraries has partnered with LVA to provide:

- Hospitality workplace literacy curriculum.
- Family literacy classes.
- Monroe County Sheriff's Office Corrections literacy program.
- English as a Second Language (ESL) instruction.
- Basic READ initiatives

Below is a timeline of BOCC and State action regarding this grant project:

- 02/13/02—BOCC approval to submit grant application.
- 03/15/02— Grant application submitted to State Library.
- 08/16/02—Official award notice and grant agreement received from State Library.
- 09/18/02—BOCC approval to accept and execute grant agreement.
- 10/01/02—Grant project commenced.
- 10/16/02—BOCC approval of original Service Agreement.

REVISED SERVICE AGREEMENT

THIS AGREEMENT is made and entered into by and between the Board of County Commissioners of Monroe County, Florida, (hereinafter referred to as the "County") and Literacy Volunteers of America—Monroe County, Inc. (Hereinafter referred to as "LVA");..

WHEREAS, the County entered into an agreement with LVA October 16, 2002; and

WHEREAS, it is necessary to revise certain record retention and insurance language;

NOW THEREFORE; in consideration of the mutual promises contained herein, the parties agree that the Service Agreement entered into October 16, 2002, shall be revised to read as follows:

1. County shall pay a sum not to exceed \$70,000.00 for literacy services as described in the grant application "Library Service for Limited English Proficient Hospitality Workers" (incorporated herein by reference). Payment will be made only after LVA submits invoices and support documentation acceptable to the County's Finance Department.

2. LVA also understands that the grant process through which this funding was made available requires LVA to submit their payment requests as timely as possible and to finalize all such requests before the end of the grant period. LVA agrees to submit by September 20, 2003, all invoices and support documentation as required by the County's Finance Department rules and policies. LVA shall not be reimbursed nor will LVA's vendors be paid directly for any invoices received by the County after September 30, 2003.

3. LVA shall reimburse County for any audit exceptions identified by County should the records be audited through the availability and access described in paragraph 5.

4. LVA covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of the services provided, or other activities and funding associated with this agreement. LVA covenants and agrees to the attached General Liability and Workers' Compensation Insurance Requirement.

5. LVA shall maintain records pursuant to generally accepted accounting principles for five (5) years after the grant period and shall permit County and its agents and employees access to said records at reasonable times.

6. County may terminate this agreement, with or without cause, upon providing written notice to LVA at least seven (7) days prior to the effective date of the termination. No new tasks shall be commenced after receipt of notice of termination.

7. LVA is an independent contractor and shall disclose any potential conflicts of interest as defined by Florida Statutes, Chapter 112 and Monroe County Code, Article XXI.

8. LVA warrants that he/she/it has not employed, retained or otherwise had act on his/her/its behalf any former County officer or employee in violation of Section 2 or Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of the provision the County may, at its discretion terminate this contract without liability and may also, at its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former or present County officer or employee.

9. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative, the _____ day of _____, 2003.

(SEAL)
Attest: Danny L. Kolhage, Clerk

Board of County Commissioners
of Monroe County

Deputy Clerk

Mayor

(SEAL)

Literacy Volunteers
of America—Monroe County, Inc.

Attest:

By: _____

By: _____

Secretary

OR _____
Witness

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

[Signature]
JANELINE A. HATTON
3/31/03

**GENERAL LIABILITY
INSURANCE REQUIREMENTS FOR
SERVICE AGREEMENT
BETWEEN
MONROE COUNTY BOARD OF COUNTY COMMISSIONERS
AND
LITERACY VOLUNTEERS OF AMERICA, INC.—MONROE COUNTY**

Prior to the commencement of work governed by this contract, the Contractor shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- Premises Operation
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage

The minimum limits acceptable shall be:

\$300,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$100,000 per Person
\$300,000 per Occurrence
\$50,000 Property Damage

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the County.

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

**WORKERS' COMPENSATION
INSURANCE REQUIREMENTS FOR
SERVICE AGREEMENT
BETWEEN
MONROE COUNTY BOARD OF COUNTY COMMISSIONERS
AND
LITERACY VOLUNTEERS OF AMERICA, INC.—MONROE COUNTY**

Prior to the commencement of work governed by this contract, the Contractor shall obtain Workers' Compensation Insurance with limits sufficient to respond to Florida Statue 440.

In addition, the Contractor shall obtain Employers' Liability Insurance with limits of not less than:

- \$100,000 Bodily Injury by Accident
- \$500,000 Bodily Injury by Disease, policy limits
- \$100,000 Bodily Injury by Disease, each employee

Coverage shall be maintained throughout the entire term of the contract.

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida.

If the Contractor has been approved by the Florida Department of Labor as an authorized self-insurer, the County shall recognize and honor the Contractor's status. The Contractor may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the Contractor's Excess Insurance Program.

If the Contractor participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the Contractor may be required to submit updated financial statements from the fund upon request from the County.